

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1	OF	PAGES 1
2. AMENDMENT/MODIFICATION NO. 1 (One)		3. EFFECTIVE DATE 07-15-97		4. REQUISITION/PURCHASE REQUEST NO. CN 97-7352-00		5. PROJECT NO. (If applicable)		
6. ISSUED BY Dept. of Housing and Urban Development Office of Procurement and Contracts 451 Seventh St., SW, Room 5256 Washington, D.C. 20410		CODE ARCS-GR		7. ADMINISTERED BY (If other than item 6) Gail L. Robertson (202) 708-1162, Ext. 149		CODE		ARCS-GR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) ALL POTENTIAL OFFERORS				(X) X		9A. AMENDMENT OF SOLICITATION NO. DU100C000018582		
						9B. DATED (SEE ITEM 11) 07/10/97		
						10A. MODIFICATION OF CONTRACT/ORDER NO.		
						10B. DATED (SEE ITEM 13)		
CODE		FACILITY CODE						
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS								
X		The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers					is extended,	X
		tended.						is not ex-
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>0</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or, (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.								
12. ACCOUNTING AND APPROPRIATION DATA (If required)								
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. DESCRIBED IN ITEM 14.								
(X)		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE TO THE CONTRACT ORDER NO. IN ITEM 10A.						
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
		D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor			is not		is required to sign this document and return _____ copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)								
The purpose of Amendment 1 (one) is to reflect changes on the cover page of RFP (Standard Form 33, "Solicitation, Offer and Award").								
1. Block 8 is corrected to read "SAME AS BLOCK 7", Department of Housing and Urban Development, Office of Procurement and Contracts, 451 Seventh Street, Room 5258, Washington, D.C. 20410.								
2. The number of copies cited in Block 9 is corrected to read "6".								
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.								
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)				
				C. DIANNE WRIGHT, Contracting Officer				
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA			16C. DATE SIGNED	
(Signature of person authorized to sign)				BY			(Signature of Contracting Officer)	

DATE ISSUED: July 10, 1997

Request For Proposal - DU100C000018582

Closing Date: August 11, 1997

Closing Time: 3:00 PM, Local Time (EST)

Dear Offeror:

Attached is Request for Proposal (RFP) DU100C000018582 for Technical Assistance in support of fair lending practices of Government Sponsored Enterprises (GSES).

The RFP is structured in accordance with the Uniform Contract Format required by the Federal Acquisition Regulation. Identified below are certain important items and their location in the RFP.

1. Statement of Work is located in **SECTION C**.
2. Special Contract Requirements are located in **SECTION H**.
3. All Attachments including the SF-1411 (cost proposal form) are contained in **SECTION J**.
4. Time and due date for receipt of proposal is in block 9 of the Standard Form SF-33. Late proposal rules (FAR 52.215-10) are contained in Part IV, **SECTION L**, and will be strictly applied. Address for receipt of proposals is located in block 7 of the SF-33.
5. Instructions and Conditions concerning proposal preparation and submission are located in Part IV, **SECTION L**, including Special Proposal Instructions.
6. Factors for Award are located in Part IV, **SECTION M**.

Request for Proposal
DU100C000018582
Page 2

7. Many clauses of this RFP are incorporated by reference using FAR citations. Offerors are responsible for familiarizing themselves with all contract requirements, including those merely cited.

8. **If your organization is classified other than small business**, a Small and Disadvantaged Subcontracting Plan is required and must be submitted as part of your proposals. See Part IV, Section L.
9. Potential offerors should be aware that the HUD Building is a secure building. All visitors must enter at either the Northeast entrance or the Southeast Main Entrance. Visitors will be required to walk through a metal detector, have all belonging screened by an x-ray system, show valid picture identification, and sign the visitor's log. Guards will telephone the visitor's HUD contract to announce their arrival and confirm their appointment prior to allowing entry. This will require extra time. Offerors must therefore ensure that any commercial delivery service or company employee has an appropriate identification, and should allow extra time for any handcarried deliveries. Delays experienced at the guard desk or refusal of admission **DO NOT** constitute excusable delays. Proposals must be in the designated place no later than the exact time specified to be considered for award.
10. For the hearing and impaired community, the Telecommunications for the Deaf (TDD) number is (202) 708-4079.
11. All potential offerors must limit their technical and management proposal to the number of pages identified in Section L . This limitation excludes resumes and any other contract required documents (e.g. Subcontracting Plan, Section K, Certification and Representations, etc).

Request for Proposal
DU100C000018582
Page 3

12. **IF YOU OBTAINED THIS SOLICITATION FROM A SOURCE OTHER THAN HUD, OR IF YOU DOWNLOADED IT FROM HUD'S HOME PAGE, YOU WILL NOT RECEIVE ANY AMENDMENTS TO IT.** All amendments will be posted on HUD's Home Page at:

<http://www.hudgov/ctsoprty.html>

You are advised to check HUD's Home Page periodically for any amendments to this solicitation. Amendments may also be requested from the office issuing this solicitation. If you received this solicitation as a result of a written request to the issuing office, you will receive all amendments.

You should carefully review the entire RFP if you intend to submit a proposal.

Contracting Officer
Program Support Division
Officer of Procurement and Contracts

Attachments

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE 1	OF 79	PAGE S
2. CONTRACT NO.	3. SOLICITATION NO. DU100C000018582		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 07/10/97	6. REQUISITION/PURCHASE NO. 97-7352-00	
7. ISSUED BY Dept. of Housing and Urban Development Office of Procurement and Contracts 451 Seventh St., SW, Room 5258 Washington, D.C. 20410			8. ADDRESS OFFER TO (If other than Item 7)				

NOTE: In sealed bid, solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in **original** and 0 copies for furnishing the supplies or services in the schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 5258 until 3:00 PM local time 08/11/97
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-10.

All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Gail L. Robertson	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202) 708-1162 X149
------------------------------	------------------------------	--------------------------------------------------------------------------------

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	18
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COST	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	5	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	16
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATION AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	1	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	19
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	1				
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	3	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	6
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	3	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	2

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15 C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (if other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) Annette E. Hancock		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official notice.

NSN 7540-01-152-8064

PREVIOUS EDITION NOT USABLE

33-132

STANDARD FORM 33 (Rev 4-85)
Prescribed by GSA FAR (48 CFR) 53.214(c)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

UNIFORM CONTRACT FORMAT

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 SUPPLIES OR SERVICES

- (a) The contractor shall provide technical assistance to support HUD's Office of Fair Housing and Equal Opportunity (FHEO) pursuant to the requirements set forth in the Section C, "Statement of Work" of this solicitation document.
- (b) Both cost reimbursement or fixed price task orders may be awarded against the resulting contract. Therefore, this solicitation contains clauses that are related to each task order type.

B-2 CONTRACT DEFINITION - INDEFINITE-QUANTITY (AS 104 MAR 97)

This is an Indefinite-Quantity contract as defined at Subpart 16.504 of the Federal Acquisition Regulation (FAR) and in Section I, clause FAR 52.216-22, Indefinite-Quantity. Services or supplies provided by the contractor under this contract shall be secured by the issuance of task orders (for services) placed in accordance with the following clauses: FAR 52.216-18, Ordering; FAR 52.216-19, Task Ordering Procedures.

B-3 MINIMUM/MAXIMUM ORDERING FOR INDEFINITE QUANTITY CONTRACTS (SERVICES OR SUPPLIES)

- (a) The Government shall place orders under this contract which shall cumulatively total at least the minimum dollar value of **\$25,000**.
- (b) The Government does not guarantee a maximum quantity. However, the maximum dollar amount for services shall not exceed **\$3,000,000**.

B-4 PRICING AND COSTS

(a) Costs for each task order shall be invoiced under the Allowable Cost clause at actual cost if it is against a cost reimbursement arrangement and/or at the firm fixed-price negotiated under a fixed price arrangement.

(b) The Contractor agrees that specific services will be requested and defined through the negotiation and issuance of written Task Orders. The work requirements, delivery schedule and pricing arrangement for each task order shall be negotiated separately.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

UNIFORM CONTRACT FORMAT

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
(ATTACHED)**

**STATEMENT OF WORK
GOVERNMENT SPONSORED ENTERPRISES OVERSIGHT**

I. Background

Section 1325 of the Federal Housing Enterprises Financial Safety and Soundness Act (12 U.S.C. § 4501 *et seq*) (FHEFSSA) and the implementing rule published December 1, 1995 (FR 61846-62004) assign extensive responsibilities for fair lending oversight of the Federal National Mortgage Association and The Federal Home Loan Mortgage Corporation (Government Sponsored Enterprises or GSEs) to the Department of Housing and Urban Development.

The Department's substantial GSE fair lending oversight and regulatory responsibilities require additional expertise to carry out the complex task of determining whether the current and proposed business practices of the GSEs violate, or would violate, Federal fair lending laws. Other federal financial regulators whose duties include fair lending oversight have the authority to fund their operations through an assessment of the regulated institutions. HUD lacks this authority and must therefore use contract funds to obtain the skills necessary to discharge this responsibility.

II. Objective

To determine whether the current and proposed GSE business practices, underwriting and appraisal guidelines, guidebooks, handbooks, manuals, policies, automated systems, data collection practices and all other aspects of GSE activity are, or would be, in compliance with the Fair Housing Act (FHA), the Equal Credit Opportunity Act (ECOA) and Section 1325 of FHEFSSA. Where they are found not to be in compliance, less discriminatory alternatives must be identified by the Department of Housing and Urban Development.

III. Scope of Work

A. General Requirements

1. Specific Task Order requirements within FHEO's GSE oversight mission shall be negotiated and executed by the Contracting Officer during the contract's ordering period. The contractor shall furnish the necessary personnel, materials, services and equipment, and shall otherwise do all things necessary for, or incidental to, the performance of these Task Orders. The categories of tasks that may be ordered under this contract shall include, but not be limited to:

- a. Review and analysis of reports, guidebooks, guidelines, handbooks, manuals, regulations, laws and other authorized and official documents related to the business of residential mortgage lending;
 - b. Data collection and analysis;
 - c. Review and analysis of primary and secondary residential mortgage market business practices;
 - d. Preparation and presentation of draft reports, studies, papers, guidebooks, guidelines and other documents related to residential mortgage lending, including conclusions, recommendations and graphics;
 - e. Conducting briefings and interviews;
 - f. Preparation and staffing of public meetings and other similar events and preparation of subsequent reports of the proceedings;
2. The expertise and capabilities of the Contractor personnel shall include policy, statistical (mainframe), regulatory and legal analysis in support of the above activities. The necessary personnel (professional, technical, administrative) will include, but not be limited to, those with knowledge of fair lending law and mortgage lending practices in both primary and secondary markets, with particular expertise in underwriting and appraisal guidelines, and skills in automated technologies, technical writing, editing, organization and presentation.
3. Examples of the kinds of Task Orders that can be expected include, but are not limited to, the following areas:
- a. Analyses of fair lending policies, regulations and law relating but not limited to:
 - i. automated underwriting practices now being used or planned by the GSEs;
 - ii. credit and mortgage scoring;
 - iii. single family mortgages underwritten using automated systems v. conventional methods;

- iv. property appraisal standards and guidelines now used by the GSEs;
 - v. published single-family underwriting handbooks, guidebooks, guidelines, notices, letters;
 - vi. Other business practices engaged in by the primary and secondary residential mortgage markets such as repurchase, pricing, fees and servicing;
 - vii. State and local fair lending laws, including, but not limited to, those that are substantially equivalent to the FHAct;
 - viii. Federal, State and local court and administrative decisions re: fair lending violations;
- b. Collection and analysis of data from private fair housing enforcement organizations on lender violations of the FHAct, ECOA, and State and local fair housing/lending laws;
 - c. Organization and staff support for public meetings including lenders, community organizations, trade associations and others to receive comment on GSE underwriting practices.

B. Specific Requirements

In conducting the work hereunder, the Contractor shall perform, but not be limited to, the following tasks in accordance with the general scope of the contract and the individual requirements of each Task Order:

1. Orientation

When specified in the Task Order, the Contractor's corporate manager, the Task Order Project Director and other key Contractor personnel shall attend a meeting at HUD Headquarters or participate in a conference call at the discretion of the GTR for the purpose of establishing a common understanding among the Contractor and HUD personnel with regard to the Task

Order objective and the scope of work necessary to achieve the objective.

2. Management and Work Plan

For each Task Order, the Contractor may be directed by the GTR to prepare a Management and Work Plan (MWP) that shall govern the execution of the Order. When directed, the MWP shall include a detailed allocation of contract resources and a timetable for accomplishment of the work. The MWP shall also identify and allocate total person-hours and the key personnel needed for each task for each month of the Task Order performance period.

The MWP shall include start date, completion date, and other major milestones for each task and subtask of the Task Order. Where necessary the MWP shall indicate the relationship between one task and another. The MWP shall also include a general narrative of the overall expected flow of the work and how each task will be accomplished, and shall relate this description to the allocation of staff and other resources.

To reflect approved changes during the progress of the Task Order, the MWP shall be revised from time to time. The MWP and any revisions to it shall be reviewed and approved by the GTR.

3. Data Collection

The Contractor shall, for all Task Orders requiring the collection and processing of data, provide all the necessary personnel, supplies and data processing equipment required to satisfactorily complete the Task Order. All requests for data from the GSEs will be initiated by the Government Technical Representative (GTR).

All requests for data from the GSEs will originate from the Department's Office of Fair Housing and Equal Opportunity following consultation with the GSE Working Group (FHEO, PD&R, FHA and OGC) and will be supplied to the contractor on a strictly confidential basis.

4. Report Preparation and Work Products

The Contractor shall prepare interim reports and other

work products consistent with the requirements of each Task Order, which shall be submitted to the GTR on the dates specified in the Task Order. All reports shall be first submitted in draft for the GTR's review and comment. Oral presentations of findings by the Contractor may be required.

The Contractor must obtain approval from the GTR of the results and/or products of each major task before such results and/or products may be used in a subsequent stage of the Task Order or in a subsequent Task Order. Unless otherwise noted, the GTR will advise the Contractor of HUD's evaluation of the product within thirty (30) days following its receipt by the GTR. The Contractor shall modify the product, if requested, to conform with the results of HUD's review and resubmit the product to the GTR within fifteen (15) work days after receipt.

5. **Briefings**

The Contractor may be required by a particular Task Order to conduct briefings for selected HUD staff on analyses and reports concerning GSE and lender practices or proposed practices. Such briefings may require the participation of outside experts or consultants, arranged and paid for by the Contractor.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

UNIFORM CONTRACT FORMAT

SECTION D - PACKAGING AND MARKING

D-1 ENVIRONMENTALLY SAFE PACKAGING

The offeror or contractor shall package non-breakable deliverables (reports, proposals, studies, etc.) using environmentally safe packaging materials (e.g., recycled paper). The packaging methods shall be in accordance with the best commercial practices and provide adequate protection during shipping and handling.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

UNIFORM CONTRACT FORMAT

SECTION E - INSPECTION AND ACCEPTANCE

E-1 2452.246-70 INSPECTION AND ACCEPTANCE. (APR 1984)

Inspection and acceptance of all work required under this contract shall be performed by the Government Technical Representative (GTR) identified in Block 11 of the SF-26, or other individual as designated by the Contracting Officer or GTR.

52.246-2	INSPECTION OF SERVICES - FIXED-PRICE	AUG 1996
52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR 1984

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

UNIFORM CONTRACT FORMAT

SECTION F - DELIVERIES OR PERFORMANCE

F-1 2452.211-70 ORDERING CONTRACT PERIOD. (APR 1984)

The services to be provided under this contract shall be performed under individual task orders whose issuance date shall extend from the effective date of the basic award through sixty (60) months thereafter. All task orders must be issued prior to the expiration of that 60 month period.

TIME OF DELIVERY

The Government requires delivery to be made according to the schedule provided in each individual task orders.

52.242-15	STOP-WORK ORDER	AUG 1989
52.242-15	STOP-WORK ORDER -- ALTERNATE I (APR 1984)	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

UNIFORM CONTRACT FORMAT

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 TASK ORDERING PROCEDURES (SERVICES ONLY) AS 1106 MAR 97

(a) The Government will obtain the services required under this contract by the issuance of written task orders. Orders may be placed telephonically or by facsimile (fax) machine by the Contracting Officer or authorized ordering official (see (b) below). Telephone and fax orders will be confirmed by an original written task order within ten (10) calendar days.

(b) The following individuals are authorized to issue orders under this contract:

DHUD Office of Procurement and Contracts Contracting Officer

(c) Task orders (T.O.'s) shall be issued on a negotiated basis. The Government shall provide the contractor with a statement of work or specifications. The contractor shall respond with its cost/price and technical proposals within **Fifteen (15) calendar days** of receipt of the statement of work or specifications or whatever timeframe determined by the Contracting Officer. The contractor's technical proposal may merely be an affirmative statement of intent to perform the required services. The negotiated task order shall be executed by the Contractor and the Contracting Officer.

G-2 2452.242-71 PROJECT MANAGEMENT SYSTEM. (JUN 1984)

The Contractor shall provide to the GTR and Contracting Officer a project management system workplan and regular status reports showing actual progress against the workplan. The project management system utilizes two reporting forms (the HUD 441.1 Baseline Plan and the HUD 661.1 Progress Report), in addition to a narrative description. Briefly, the workplan and progress reports shall consist of the following:

Workplan

The workplan shall consist of a narrative description and a graphic summary (HUD 441.1) of the schedule and financial elements of the contract. The narrative shall: (1) Describe the planned schedule; (2) identify each step in the work process required for completing the contract work and the period of time needed to accomplish each step, expressed in terms of calendar dates; (3) provide the staff, financial, and other resources allocated to each task; and, (4) provide the rationale for project organization, staff utilization, and other resources allocated to each task or activity. The HUD 441.1 shall show: (1) Cumulative planned or budgeted costs of work scheduled for each reporting period over the life of the contract; and (2) the planned project schedule that traces, by reporting period, the task or sub-task start dates, periods of work in progress, and completion dates.

Progress Reports.

Progress reports shall consist of a narrative report and the HUD 661.1 which depicts actual progress against planned progress. The narrative report shall: (1) Provide a brief, factual summary description of technical progress made and costs incurred for each task (or group of tasks) during the reporting period; and (2) identify significant problems and their impacts, causes, proposed corrective actions, and the effect that such corrective actions will have on the accomplishment of the contract objectives. the HUD 661.1 reproduces the Baseline Plan (HUD 441.1) and shall show: (1) the schedule status or the degree of completion of tasks/activities by time intervals; and (2) cost status or the actual costs of work performed in accomplishing the tasks.

Specific and detailed guidance on preparing the forms and the narratives may be obtained from the GTR.

G-3 2452.237-73 CONDUCT OF WORK. (APR 1984) -- ALTERNATE I (APR 1984)

- (a) The Government Technical Representative (GTR) for liaison with the Contractor as to the conduct of work is [To be completed at time of award], or a successor designated in writing by the Contracting Officer.
- (b) The Contractor's work hereunder shall be carried out under the supervision of [To be completed at time of award].

G-4 2452.237-74 TECHNICAL DIRECTION. (JUN 1985)

- (a) The GTR will provide technical direction on contract performance. Technical direction includes:

- (1) Direction to the contractor as to which areas the Contractor is to emphasize or pursue.

- (2) Comments on the approval of reports or other deliverables.

- (b) Technical direction must be within the contract Statement of Work.

The GTR does not have the authority to issue technical direction that: (1) Institutes additional work outside the scope of the contract; (2) constitutes a change as defined in FAR 52.243-2; (3) causes an increase or decrease in the estimated cost of the contract; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract.

- (c) Technical direction will be issued in writing by the GTR or confirmed by him or her in writing within five calendar days after verbal issuance.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

UNIFORM CONTRACT FORMAT

SECTION H - SPECIAL CONTRACT REQUIREMENTS

AS1310 ADP VIRUS SECURITY

The contractor hereby agrees to make every reasonable effort to Deliver ADP-related products to HUD as virus-free. For any Hardware, software, or any product provided outright by diskette. Under this contract, the contractor shall provide the following Certification concurrent with delivery of the product: "The Product hereby delivered has been scanned for known viruses using [name of virus-screening product, including version number, if any] and is free of known viruses at the time of submission. The certification shall be made by an individual authorized to bind the contractor. The software tool and process must be capable of detecting all known viruses. The contracting officer may assess monetary damages against the contractor sufficient to compensate HUD for actual or estimated costs resulting from computer virus Damage or malicious destruction of computer information arising From failure to take adequate precautions to precluded delivery of virus-containing products in the delivery of hardware, software, or data on diskettes under this contract. This clause shall not Subrogate the rights of the government under any other-clause.

TASK ORDER ISSUANCE

(a) The contractor shall furnish the personnel and services to do all things necessary or incident to the performance of the work set forth in Section C, Statement of Work. Specific services will be requested and defined through the issuance of written orders called " Task Orders.

(b) All task orders issued hereunder are subject to the applicable terms and conditions of this contract. Funds will be obligated on an individual basis.

(c) In the event of a conflict between a task order and this contract, the contract shall control. Orders may be issued orally, by facsimile, or by electronic commercial methods. Issuance of orders is authorized only by the HUD Contracting Officer.

(d) Each task order shall be in writing, shall be numbered sequentially beginning with the number "1", shall reference the contract number, and shall contain the following:

Specific Statement of Work, covering background, deliverables, and other special items;

Effective date of order;

Estimated cost and fixed fee, if applicable;

Contract type (i.e. cost reimbursement, fixed price, etc);

Delivery or performance date;

Accounting and appropriation data; and,

Signatures of the Contractor and Contracting Officer

(e) A task order is considered issued when the Government deposits the order in the mail. Each task order shall be funded separately. This obligated amount is intended to encompass all requirements for that particular task order.

2452.216-75 UNPRICED TASK ORDERS. (APR 1984) (OTHER SERVICES)

(a) Although it is anticipated that the Government and the Contractor will reach agreement on the total cost and fee or profit (if applicable) for the effort to be undertaken, prior to the issuance of the Task Order, there may be occasions when the Government wishes to authorize commencement of work prior to agreement on price.

If this is the case, a Task Order may be issued which provides the Contractor shall immediately commence performance of the services specified in the order, and shall submit a pricing proposal within fifteen days of receipt of the Task Order or other timeframe determined by the Contracting Officer. Upon negotiations of the cost, a supplemental agreement shall be executed to make specific all terms and conditions of the Task Order. Failure to agree for costs ordered under this procedure shall be considered a dispute within the meaning of the clause of this contract entitled Disputes.

(b) Unpriced Task Orders shall indicated a "not-to-exceed" amount for the order; however, such amount shall not exceed 50 percent of the estimated cost of the Task Order. The Task Order shall only require the Contracting Officer's signature, but shall comply with all other Task Order requirements.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

UNIFORM CONTRACT FORMAT

SECTION I - CONTRACT CLAUSES

2452.203-70 PROHIBITION AGAINST THE USE OF FEDERAL EMPLOYEES. (DEC 1992)

In accordance with Federal Acquisition Regulation 3.601, contracts are not to be awarded to Federal employees or a business concern or other organization owned or substantially owned or controlled by one or more Federal employees. For the purposes of this contract, this prohibition against the use of Federal employees includes any work performed by the Contractor or any of its employees, subcontractors, or consultants.

2452.209-72 ORGANIZATION CONFLICTS OF INTEREST. (APR 1984)

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a Government contract and a Contractor's organizational, financial, contractual or other interest are such that:

- (1) Award of the contract may result in an unfair competitive advantage; or
- (2) The Contractor's objectivity in performing the contract work may be impaired.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict.

The Government may, however, terminate the contract for the convenience of the Government if it would be in the best interest of the Government.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.

(d) The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

2452.222-70 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES (JUL 1988)

The contractor shall assure that any meeting, conference, or seminar held pursuant to the contract will meet all applicable standards for accessibility to persons with disabilities pursuant to Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and any implementing regulations of the Department.

2452.237-70 KEY PERSONNEL. (APR 1984)

(a) The key personnel identified below are considered to be essential to the work being performed under this contract:

Labor Category	Name Individual
(to be completed at time of contract award)	

Additional key personnel may be identified under individual task orders awarded. Substitutions of or additions to individuals proposed and accepted as key personnel under this contract will not be accepted unless specifically approved in writing by the Contracting Officer (CO), or Government Technical Representative (GTR). Any substitutions and additions shall be subject to the terms and conditions of this clause.

(b) During the first ninety (90) days of contract performance and first ninety (90) days from the effective date of each task order, no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. Additions may be considered, based on the Contractor's rationale.

In any of these events, the Contractor shall promptly notify the CO or the GTR and provide the information required by paragraph (c) below. After the initial ninety (90) day period, all proposed substitutions and additions of key personnel must be submitted in writing to the CO or the GTR at least fifteen (15) days in advance of the proposed effective date.

(c) All substitutions and additions must provide detailed explanations of the circumstances necessitating the proposed substitution or addition, and any other information requested by the CO or GTR needed to approve or disapprove the request.

All proposed substitutions and additions must have qualifications equal to or greater than the person to be replaced. The CO or the GTR will evaluate such requests and promptly notify the Contractor of the approval or disapproval thereof.

2452.237-71 REPRODUCTION OF REPORTS. (APR 1984)

In accordance with Title I of the Government Printing and Binding Regulations, printing of reports, data or other written material, if required herein, is authorized provided that the material produced does not exceed 5,000 production units of any page and that items consisting of multiple pages do not exceed 25,000 production units in aggregate. The aggregate number of production units is determined by multiplying pages times copies. A production unit is one sheet, size 8 1/2 by 11 inches or less, printed on one side only and in one color. All copy preparation to produce camera ready copy for reproduction must be set by methods other than hot metal typesetting.

The reports should be produced by methods employing stencils, masters and plates which are to be used on single unit duplicating equipment no larger than 11 by 17 inches with a maximum image of 10 3/4 by 14 1/4 inches and are prepared by methods or devices that do not utilize reusable contact negatives and/or positive prepared with a camera requiring a darkroom. All reproducible (camera ready copies for reproduction by photo offset methods) shall become the property of the Government and shall be delivered to the Government with the report, data or other written materials.

2452-237-72 COORDINATION OF DATA COLLECTION ACTIVITIES.
(APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten or more public respondents, the Paperwork Reduction Act (44 U.S.C. 3501-3520) applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Officer of Management and Budget (OMB) final clearance was received.

2452.242-70 INDIRECT COSTS. (APR 1984)

(a) Pursuant to the provisions of the clause of this contract entitled "Allowable Cost and Payment" the rates listed below are established. If the column entitled "Ceiling Rates" has rates listed, the ceiling applies for those rates only. If there are no ceiling rates listed, ceilings do not apply to this contract and the provisions of paragraph (b) of this clause are not applicable.

Period	Category	Provisional Rate	Ceiling Rate	Base
--------	----------	---------------------	--------------	------

Effective date until amended [To be completed at time of award]

(b) For the term of this contract, the final indirect rates shall not exceed the ceiling rates listed above, if any.

However, in the event the indirect rates developed by the cognizant audit activity on the basis of actual allowable costs are less than the ceiling rates agreed to herein, then the rates established by such cognizant audits shall apply (downward adjustment only). The Government shall not be obligated to pay any additional amounts on indirect rates above the ceiling rates as set forth for the applicable period.

2452.251-70 CONTRACTOR EMPLOYEE TRAVEL. (JUN 1985)

(a) In the event that the airline travel is required by this contract, the Contractor shall, to the maximum extent practical, utilize the travel discounts offered to Federal travelers, through use of contracted airline discount air fares, hotel and motel lodging rates, and car rental companies, which are available to contractor employees performing official Government contract business. Vendors providing these services may require that the contractor employee traveling on Government business be furnished with an identification letter for presentation to the participating vendors.

(b) The Contractor shall provide the Contracting Officer with the names of those individuals who are required to travel per the contract terms.

The Contracting Officer shall provide the Contractor with an identification letter for presentation to the participating vendors.

(c) The Contractor shall bill the Government for the actual cost incurred for travel in accordance with FAR 31.205-46, ensuring that other savings achieved through the use of any discount fares accrue to the Government.

52.252-2 CLAUSES INCORPORATED BY REFERENCE. (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES APR 1984	
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JAN 1990
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	AUG 1996
52.215-22	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1995
52.215-23	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS	OCT 1995
52.215-24	SUBCONTRACTOR COST OR PRICING DATA	OCT 1995
52.215-25	SUBCONTRACTOR COST OR PRICING DATA -MODIFICATIONS	OCT 1995

52.215-26	INTEGRITY OF UNIT PRICES (JAN APR 1991 1997)-- ALTERNATE 1.	
52.215-27	TERMINATION OF DEFINED BENEFIT PENSION PLANS	MAR 1996
52.215-30	FACILITIES CAPITAL COST OF MONEY	SEP 1987
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.215-39	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	MAR 1996
52.215-40	NOTIFICATION OF OWNERSHIP CHANGES	FEB 1995
52.215-42	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-- MODIFICATIONS. (JAN 1997)	
52.216-7	ALLOWABLE COST AND PAYMENT	FEB 1997
52.216-8	FIXED FEE	FEB 1997
52.216-18	ORDERING	OCT 1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from effective date of award through 60 months thereafter.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after date (12 months from the contracts expiration).

52.217-8 OPTION TO EXTEND SERVICES. (AUG 1989)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

OPTION TO EXTEND ORDERING PERIOD (INDEFINITE QUANTITY CONTRACT)

The Government may require extension of the final ordering period of the contract within the limits and at the rates specified in the contract.

If these rates are labor rates, they may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within [insert number of days] prior to the expiration date.

The option to extend under this provision may be exercised only if sufficient funds for the extension period are available under the maximum ordering limitation of the contract. All orders issued during the extension period must be accommodated within the maximum ordering limitation. In a contract with a base period and options to renew for additional periods, this option to extend may be applied only after the last remaining option to renew has been exercised (at the end of the contract).

52.219-8 UTILIZATION OF SMALL, SMALL OCT 1995
DISADVANTAGED AND WOMEN-OWNED SMALL
BUSINESS CONCERNS

52.219-9 SMALL BUSINESS, SMALL DISADVANTAGED AND WOMEN-
OWNED SMALL BUSINESS SUBCONTRACTING PLAN
(AUG 1996)

52.219-9 SMALL BUSINESS, SMALL DISADVANTAGED AND WOMEN-
OWNED SMALL BUSINESS SUBCONTRACTING PLAN
(AUG 1996) -- ALTERNATE II (MAR 1996)

SUBCONTRACTING PLAN

(a) The Contractor's approved subcontracting plan, dated [To be completed at time of award] is a material part of this contract and is hereby incorporated by reference. Subcontracting Plan must be submitted for individual task orders which exceed \$500,000.

(b) The Contractor shall submit subcontracting reports on a quarterly basis using Standard Form 294, "Subcontracting Report for Individual Contracts". The reports are to be submitted no later than the 25th calendar day of the month following the close of each quarter as follows:

Original - Small Business Specialist
One copy - Contracting Officer

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR FEB 1997
DISPUTES

52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL 1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed [*] or the overtime premium is paid for work -

[*Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.]

52.222-3 CONVICT LABOR AUG 1996

52.222-26 EQUAL OPPORTUNITY APR 1984

52.222.28 EQUAL OPPORTUNITY PREAWARD APR 1984
CLEARANCE OF SUBCONTRACTS

52.222-35 AFFIRMATIVE ACTION FOR SPECIAL APR 1984
DISABLED AND VIETNAM ERA VETERANS

52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED APR 1984
WORKERS

52.222-37 EMPLOYMENT REPORTS ON SPECIAL JAN 1988
DISABLED VETERANS AND VETERANS OF
THE VIETNAM ERA

52.223-2 CLEAN AIR AND WATER APR 1984

52.223-14 TOXIC CHEMICAL RELEASE REPORTING. (OCT 1996)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation (FAR);or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

52.224-1 PRIVACY ACT NOTIFICATION

APR 1984

52.224-2	PRIVACY ACT	APR 1984
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP 1996
52.227-14	RIGHTS IN DATA - GENERAL	JUN 1987
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.230-2	COST ACCOUNTING STANDARDS	APR 1984
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1996
52.230-6	ADMINISTRATION OF COST ACCOUNTING	APR 1996
52.232-17	INTEREST	JUN 1996
52.232-20	LIMITATION OF COST	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	MAR 1994

(2) For contracts that provide for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or directed by the Contracting Officer.

Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

CONSTRUCTIVE ACCEPTANCE.

(a)(6)(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 14th calendar day [Contracting Officer may insert a longer period, if considered appropriate] after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision.

(For cost-reimbursement contracts, this applies only to the final voucher.)

52.232-33 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT. (AUG 1996)

AS1510 (NOV 96) PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed and accepted under this contract, inclusive of all costs and expenses, the firm fixed-price stated under the individual task order.

(b) Payment Schedule. Payments will be made in accordance with the schedule set forth under the individual task order.

(c) Submission of Invoices. Invoices shall be submitted in an original and three (3) copies to the payment office identified in Block 12 of the SF-26 or Block 25 of the SF-33. To constitute a proper invoice, the invoice must include all items per FAR 52.232-25, "Prompt Payment".

To assist the Government in making timely payments, the Contractor is also requested to identify the appropriation number (from Block 14 if award is made on the SF-33) on each invoice. The Contractor is also requested to identify on the envelope that an invoice is enclosed.

(d) Contractor Remittance Address. The remittance address shall be agreed upon between the Contractor and the Finance Office in accordance with FAR 52.232-33. (End of clause)

Alternate 1 (MAR 1988) This alternate may be used in fixed-price contracts awarded by the Administrative Service Centers. In such cases, substitute the following paragraph (c) for that in the basis clause:

(c) Invoices shall be submitted in an original and three copies to the office identified on the cover page of the contract (SF-26 or SF-33). To constitute a proper invoice, the invoice must include all items per FAR 52.232.25, "Prompt Payment."

AS 1511 VOUCHER SUBMISSION (COST REIMBURSEMENT) (NOV 96)

(a) The Contractor shall submit, on a monthly basis, an original and two (2) copies of each voucher. In addition to the items necessary per FAR 52.232-25, "Prompt Payment," the voucher shall show the elements of cost for the billing period and the cumulative costs to date. All vouchers shall be distributed as follows, except for the final voucher which shall be submitted in all copies to the Contracting Officer.

Interim Vouchers:

Original to Voucher Examiner in block 12 of face page
One copy to Contracting Officer in block 5 of face page
One copy to GTR in block 11 of face page.

To assist the Government in making timely payments, the Contractor is requested to identify the appropriation number (from Block 14 of the SF 26) on each voucher. The Contractor is also requested to identify on the envelope that a voucher is enclosed.

(b) Contractor Remittance Address. The remittance address shall be agreed upon between the Contractor and the Finance Office in accordance with FAR 52.232-33. (End of clause)

52.233-1	DISPUTES	OCT 1995
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT 1995
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED-PRICE	AUG 1987 -- ALTERNATE I (APR 1984)
52.243-2	CHANGES - COST-REIMBURSEMENT	AUG 1987-- ALTERNATE I (APR 1984)
52.243-7	NOTIFICATION OF CHANGES	APR 1984

52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP 1996
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICES)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

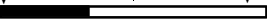
UNIFORM CONTRACT FORMAT

SECTION J - LIST OF ATTACHMENTS

1. SF-1411, CONTRACT PRICING PROPOSAL COVER SHEET AND INSTRUCTIONS (8 PAGES)
2. FORM HUD-661.1 "PROJECT MANAGEMENT SYSTEM PROGRESS REPORT" (2 PAGES)
3. FORM HUD-441.1 "PROJECT MANAGEMENT SYSTEM BASELINE PLAN" (2 PAGES)
4. TASK ORDER 001 - (TO BE PRICED OUT) SEE SECTION L, PAGE L-6 FOR INSTRUCTIONS.

Project Management System Progress Report
Graphic Summaries: Technical Progress vs. Costs Incurred

1. Project Title
3a. Name of GTR
7a. Period Ending
7b. Preliminary/Final
9. Agreement No.
2. Name and Address of Performing Organization
4a. Name of Contracting Officer
7c. Frequency of Reports
10. Project Code
5. Name of GTM
8a. Originally Approved Agreement Completion Date
11a. Originally Approved Agreement Value
6c. Latest Approved Plan
8b. Currently Approved Agreement Completion Date
11b. Currently Approved Agreement Value
Name of Project Manager
Phone
12. Amount Obligated (By Govt. to date)
13. Amount Received (By Performer to Date)
14. Balance of Funds (Not Yet Received by Performer)(11b-13)

26. Status of Costs Incurred																	27. Status of Technical Progress																
Yrs.																	Years														27b. Dollar Value of Each Task	27c. Est.% Comp	27d. Dollar Value of % Comp
\$000	Prev. Pds													Sub Total	Fut. Pds.	Grand Total	No.	27a. Tasks/Activities	Prev Pds														
																	1																
																	2																
																	3																
																	4																
																	5																
																	6																
																	7																
																	8																
29. Budgeted Cost of Work Scheduled (BCWS) \$						32. Cost Variance (If Appl.) (31 - 30) \$						35. Percent Complete (Of Current Apprvd. Total Costs) (28c*11b) %					9																
30. Actual Cost of Work Performed (ACWP) \$						33. Schedule Variance (If Appl.) (31-29) \$						36. Total Cost at Completion (Latest Estimate) \$					10																
31. Earned Value of Work Performed (If Appl) (28c) \$						34. Simple Variance (If 31, 32, 33 are not appl.) (29-30) \$						37. Percent Complete (Of Latest Estimated Total Costs) (28c*36.) %					Legend Plan 1 Start Date → ▼ Milestone ▼ ← Plan 1 End Date Current Plan Start Date →  ← Current Plan End Date Part Completed to Date										28. Totals			a.	b.	c.	
38. Latest Estimate of Variance (From Original Agreement Value) (36-11a.) \$										39. Latest Estimate of Variance at Completion (From Current Agreement Value) (36-11b.) \$ %							40. Agreement Completion Date (Latest Estimate)					41. Estimated Time Overrun (From Originally Approved Compl. Date)(Item 40 minus Item 8a.) Wks.					42. Estimated Time Overrun (From Currently Approved Compl. Date (Item 40 minus Item 8b.) Wks.						

15. Person Preparing Report
a. Name
b. Date Plan Prepared
c. Preparer's Initials
16. Performer's Official Certifying Report
a. Name
b. Signature
c. Title
d. Date Signed
17. Date Rec'd by HUD

Project Management System Baseline Plan

Graphic Summaries: Technical Progress vs. Costs Incurred

1. Project Title	3a. Name of GTR	3b. GTR Approval (Signature) Date	9. Agreement No.
2. Name and Address of Performing Organization Name of Project Manager_____ Phone_____	4a. Name of Contracting Officer	4b. Contracting Officer Approval (Signature) Date	10. Project Code
	5. Name of GTM	8a. Originally Approved Agreement Completion Date	11a. Originally Approved Agreement Value \$
	6a. Baseline Plan Number	8b. Currently Approved Agreement Completion Date	11b. Currently Approved Agreement Value \$
	6b. Baseline Plan Date	8c. Proposed New Completion Date (Per this Plan)	11c. Proposed New Total Value (Per this Plan) \$

18. Planned Cost Incurrence																	21. Planned Technical Progress																																								
Yrs.															Years																																										
\$000	Prev. Pds													Sub Total	Fut. Pds.	Grand Total	No.	21a. Tasks/Activities	Prev Pds												Fut Pds.	21b. Dollar Value of Each Task	21c. Comments (Y or N)																								
																	1																																								
																	2																																								
																	3																																								
																	4																																								
																	5																																								
																	6																																								
																	7																																								
																	8																																								
																	9																																								
																	10																																								
20. Dollars Cumulative																																																									
19. Dollars Each Period																																																									
15. Person Preparing Report																	16. Performer's Official Certifying Report																	17. Date Rec'd by HUD																							
a. Name									b. Date Plan Prepared								c. Preparer's Initials								a. Name								b. Signature								c. Title								d. Date Signed								

Project Management Systems Forms

Public reporting burden for this collection of information is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Paperwork Reduction Project (2535-0091), Office of Information Technology, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collecton displays a valid OMB control number.

Do not send this form to the above address.

The HUD Project Management System utilizes two basic forms to plan and control the use of project resources. The Baseline Plan, form HUD-441.1, details the work to be performed. The Progress Report, form HUD-661.1, compares actual progress with the approved Baseline Plan. These forms are divided into numbered boxes; boxes containing data common to both reports will have the same number. If a report does not require certain data, the numbered box does not appear on the form.

Additional Instructions for completing these forms will be contained in the HUD Project Management System Handbook, which may be obtained from the Government Technical Representative **(GTR)**. HUD contractors and assistance awardees shall comply with the instructions below when preparing their forms. Forms prepared improperly or submitted with errors will be returned to the awardee for corrections and resubmission.

Project Management Baseline Plan (Form HUD-441.1)

The Baseline Plan displays two graphic summaries: 1) cumulative planned costs, and 2) scheduled Tasks or Activities. The total planned costs should equal the Agreement value. The Tasks listed should be the same as the tasks in the Agreement Statement of Work. Brief instructions for completing the Baseline Plan follow.

Box No.

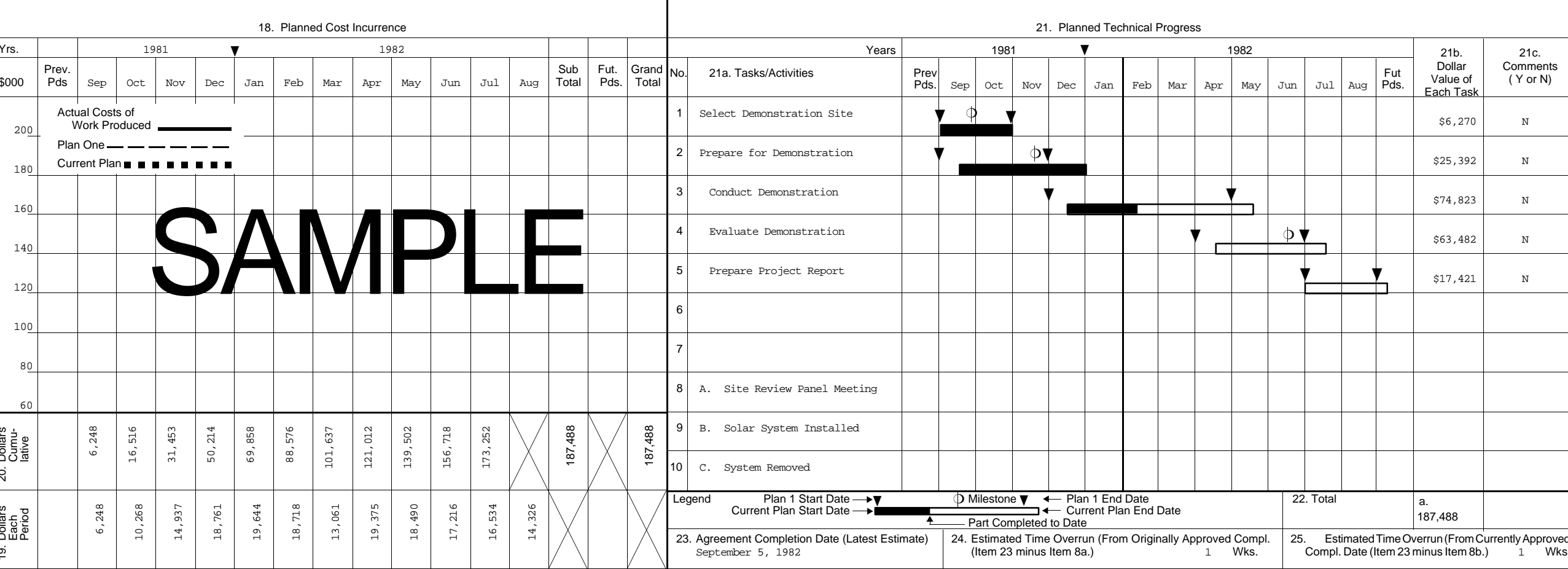
- 1. Enter title of Agreement.
- 2. Enter name and address shown in the Agreement.
- 3a. Enter the name of the Government Technical Representative (GTR).
- 3b. Leave blank.
- 4a. Enter name of the Contracting (or Assistance Agreement)Officer.
- 4b. Leave blank.
- 5. Enter the name of the Government Technical Monitor (GTM), if any.
- 6a. The original is number "1". Revisions are numbered sequentially.
- 6b. Enter date Plan or Revised Plan was signed by performer's certifying official.
- 8a. Enter the project completion date as defined in the original Agreement.
- 8b. Enter the project completion date as revised by written Agreement modification.
- 8c. Enter proposed completion date per this revised Baseline Plan, if applicable.

- 9. Enter Agreement Number as shown on the signed Agreement.
- 10. Enter Project Code (obtained from GTR).
- 11a.Enter original Agreement value.
- 11b.Enter Agreement value as it may have been revised by written Agreement modification.
- 11c. Enter proposed new Agreement value, if applicable.
- 15. Enter name and date; initial by preparer.
- 16. Enter name, date and signature.
- 17. Leave blank.
- 18. To complete Planned Cost Incurrence Section:
 - (a) Enter reporting period dates across the top of the chart corresponding to the length of the Agreement.
 - (b) Enter a dollar scale appropriate to the Agreement value in the left column.
 - (c) Draw a cumulative planned cost curve on the chart.
 - (d) Indicate any revised plan using the legend shown for "Current Plan".
- 19. Enter the planned dollars for each reporting period.
- 20. Enter the cumulative dollars for each reporting period corresponding tothe planned cost curve on the chart and to total in Box 11b.
- 21. Enter a calendar arrangement across the top.
- 21a.Enter the Tasks/Activities as listed in the Agreement. Draw in a schedule bar for each as indicated in the Legend.
- 21b.Enter the planned dollar value for each Task/Activity.
- 21c. Enter Task comments, if any.
- 22a.Enter the sum of the dollar value of each Task (must agree with the total cumulative planned dollars in Row 20 and total in Box 11b).
- 23. Enter date shown in Box 8c, if any.
- 24. Show number of calendar weeks variance from original completion date, if applicable.
- 25. Show number of calendar weeks variance from revised completion date, if applicable.

Project Management System Baseline Plan

Graphic Summaries: Technical Progress vs. Costs Incurred

1. Project Title Heating Multifamily Buildings Via Solar Energy	3a. Name of GTR Joe Smith	3b. GTR Approval (Signature) Date Jan. 31, 1982	9. Agreement No. H-0123
2. Name and Address of Performing Organization International Energy Sources, Ltd. 650 Perry Street Boston, Mass. 20001 Name of Project Manager <u>George L. Kahn</u> Phone <u>(617) 123-4567</u>	4a. Name of Contracting Officer Frank Jones	4b. Contracting Officer Approval (Signature) Date	10. Project Code 7.2.11.000
	5. Name of GTM William Anderson	8a. Originally Approved Agreement Completion Date August 31, 1982	11a. Originally Approved Agreement Value \$ 169,230
	6a. Baseline Plan Number 2	8b. Currently Approved Agreement Completion Date August 31, 1982	11b. Currently Approved Agreement Value \$ 187,488
	6b. Baseline Plan Date Jan. 15, 1982	8c. Proposed New Completion Date (Per this Plan) Sep. 5, 1982	11c. Proposed New Total Value (Per this Plan) \$ 187,488



15. Person Preparing Plan			16. Performer's Official Certifying Plan				17. Date Rec'd by
a. Name Fred Team	b. Date Plan Prepared Jan. 6, 1982	c. Preparer's Initials	a. Name George L. Kahn	b. Signature	c. Title Project Manager	d. Date Signed 1/15/82	HUD Jan. 19, 1982

Protect Management Systems Forms

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Paperwork Reduction Project (2502-0085), Office of Information Technology, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Do not send this form to the above address.

The HUD Project Management System utilizes two basic forms to plan and control the use of project resources. The Baseline Plan, form HUD-441.1, details the work to be performed. The Progress Report, form HUD-661.1, compares actual progress with the approved Baseline Plan. These forms are divided into numbered boxes; boxes containing data common to both reports will have the same number. If a report does not require certain data, the numbered box does not appear on the form.

Additional Instructions for completing these forms will be contained in the HUD Project Management System Handbook, which may be obtained from the Government Technical Representative (**GTR**). HUD contractors and assistance awardees shall comply with the instructions below when preparing their forms. Forms prepared improperly or submitted with errors will be returned to the awardee for corrections and resubmission.

Project Management Progress Report (Form HUD-666.1)

The Progress Report displays two graphic summaries: 1) status of incurred costs, and 2) status of technical progress. In addition, the Progress Report provides for the reporting of the Earned Value of Work Produced when requested by the GTR. Brief instructions for completing the Progress Report follow.

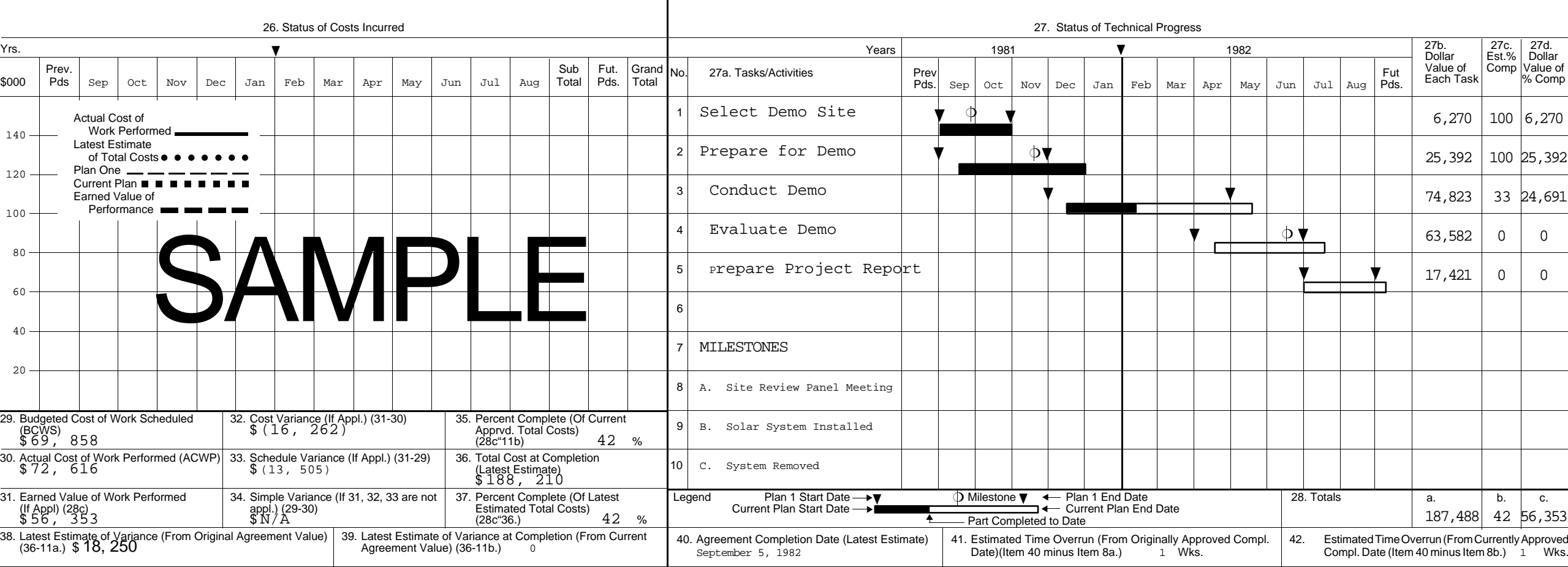
- Box No.
- 1-5. Enter the same information as on the approved Baseline Plan.
 - 6c. Enter the number and date of the latest approved Baseline Plan.
 - 7a. Enter the ending date of the current reporting period.
 - 7b. Indicate whether preliminary or final report.
 - 7c. Indicate the reporting frequency specified in the Agreement.
 - 8a. Enter the project completion date as defined in the original Agreement.
 - 8b. Enter the project completion date as revised by written agreement modification.
 - 9. Enter Agreement number from Baseline Plan.
 - 10. Enter Project Code from Baseline Plan.
 - 11a. Enter original Agreement value.
 - 11b. Enter Agreement value as it may have been revised by written Agreement modification.
 - 12. Enter total funds obligated by HUD as shown in the Agreement.
 - 13. Enter total amount received for work performed.
 - 14. Enter total funds not yet received (available for completion of Agreement work).
 - 15. Enter name and date; initial by preparer.
 - 16. Enter name, date, and signature.
 - 26. To complete Status of Costs Incurred Section:
 - (a) Enter reporting period dates across the top of the chart corresponding to the length of the Agreement.
 - (b) Enter a dollar scale appropriate to the Agreement value in the left column.
 - (c) Draw a cumulative planned cost curve on the chart identical with that in the Baseline Plan (Plan One)
 - (d) Indicate any revised plan using the legend shown for "Current Plan."
 - (e) If the latest estimate of total costs differ from the approved plan, draw that curve using the legend shown (see foot note to Box 36).
 - (f) Chart the cumulative actual costs of work produced (Box 30).
 - (g) If applicable, chart the earned value of work produced (Boxes 28c and 31).

- 27. Enter the same calendar arrangement across the top as the Cost-Incurred graph.
- 27a. Enter the Tasks/Activities as listed in the Agreement and the Baseline Plan. Complete a schedule bar for each as indicated in the legend.
- 27b. Enter dollar value at completion.
- 27c. Enter estimated percent of technical work completed to date (ordinarily equivalent to shaded area on bar graph).
- 27d. Enter the dollar value of the work completed (27c x 27b).
- 28a. Enter the sum of the dollar value at completion of all Tasks (must agree with 11b).
 - To report earned value, complete the following:
- 28b. Enter the total percent complete (28c divided by 28a).
- 28c. Enter the total value of work completed (Earned Value) (do 28c before 28b).
- 29. Enter the budgeted cost of work scheduled to date as indicated in the approved Baseline Plan.
- 30. Enter the Cumulative actual cost of work performed to date.
- 31. If applicable, enter the earned value of work performed to date (Box 28c).
- 32. If applicable, enter the dollar difference between earned value to date (Box 31) and actual cost of work performed (Box 30).
- 33. If applicable, enter the dollar difference between earned value to date (Box 31) and budgeted cost of work scheduled (Box 29).
- 34. Enter N/A if Earned Value is reported, otherwise enter the difference between budgeted cost of work scheduled (Box 29) and actual cost of work performed (Box 30).
- 35. Enter percent of project that is complete (should agree with Box 28b).
- 36. Enter latest estimate of total costs at completion.*
- 37. Enter percent of completion based on latest estimate.
- 38. Enter difference between latest estimate (Box 36) and original Agreement Value.
- 39. Enter difference between latest estimate and current Agreement value.
- 40. Enter latest estimate of completion date (may differ from Box 8b).*
- 41. Show number of calendar weeks variance from original completion date, if applicable.
- 42. Show number of calendar weeks variance from revised completion date if applicable.

* **Performer shall use these two estimates to flag potential changes not accounted for in current agreement dollar and schedule completion values.**

Project Management System Progress Report
Graphic Summaries: Technical Progress vs. Costs Incurred

1. Project Title: Heating Multifamily Buildings Via Solar Energy
3a. Name of GTR: Joe Smith
7a. Period Ending: Jan. 31, 1982
7b. Preliminary/Final: Final
9. Agreement No.: H-0123
2. Name and Address of Performing Organization: International Energy Sources, Ltd., 650 Perry Boston, Mass. 200001
4a. Name of Contracting Officer: Frank Jones
7c. Frequency of Reports: Monthly
10. Project Code: 7.2.11.000
5. Name of GTM: William Anderson
8a. Originally Approved Agreement Completion Date: August 31, 1982
11a. Originally Approved Agreement Value: \$169,230
6c. Latest Approved Plan: No. 2 Date Jan. 15, 1982
8b. Currently Approved Agreement Completion Date: August 31, 1982
11b. Currently Approved Agreement Value: \$187,488
12. Amount Obligated (By Govt. to date): \$187,488
13. Amount Received (By Performer to Date): \$46,205
14. Balance of Funds (Not Yet Received by Performer)(11b-13): \$141,283
Name of Project Manager: George L. Kahn
Phone: (617) 123-4567



15. Person Preparing Report
a. Name: Fred Team
b. Date Plan Prepared: Feb. 8, 1982
c. Preparer's Initials:
16. Performer's Official Certifying Report
a. Name: George L. Kahn
b. Signature:
c. Title: Project Manager
d. Date Signed: 2/9/82
17. Date Rec'd by HUD: Feb. 11, 1982

TASK ORDER #01

UNDERWRITING

I. Background

Section 1325 of the Federal housing Enterprise Financial Safety and soundness Act (12 U.S.C. § 4501 et seq) (FHEFSSA) and the implementing rule published December 1, 1995 (FR 61846-62004) assign extensive responsibilities for fair lending oversight of the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation (GSEs) to the Department of Housing and Urban Development (HUD).

II. Objective

Prepare a paper which describes and analyzes the borrower characteristics, product type and property location of a statistically significant sample of loans underwritten, approved and purchased by the GSEs through: a) automated underwriting systems and b) manual underwriting, to establish the distribution of such loans relative to the method of underwriting on the basis of classes protected under the Fair Housing Act ("FHAct") and the Federal Housing Enterprises Financial Safety and Soundness Act ("the GSE Act").

III. Scope of Work

A. General Requirements

The contractor shall furnish the necessary personnel, materials, services, equipment and facilities, and otherwise do all things necessary for, or incidental to, the performance of the tasks outlined in the Statement of Work.

The work to be performed under each task order may, at the discretion of the GTR, include, but is not limited to, preparation of a management and workplan and meetings with the GTM and other HUD officials to ensure satisfactory completion of a task.

B. Specific Requirements

The contractor shall perform the following subtasks according to the objectives and general scope of work outlined in this task order.

Subtask 1: Orientation

Within two weeks of task order award, the Project Director and other key contractor personnel shall attend a meeting at HUD Headquarters with the GTR, GTM and other staff for the purpose of establishing a common understanding of the objective of the task.

Subtask 2: Management and Workplan

Within three weeks of task order award, the Contractor shall submit a detailed baseline management plan that shall govern the performance of all work. The plan shall provide a detailed outline of how task order resources will be allocated and a schedule for completion of all work.

Subtask 3.

The Contractor, using information requested from the GSEs by HUD

pursuant to the GSE Act, and held confidentially by the Contractor, shall create a data base to establish profiles regarding borrower characteristics, loan products and property location for loans: a) underwritten, approved and purchased by a GSE through its automated underwriting systems b) underwritten by a GSE through its automated underwriting system, but ultimately approved manually, and c) not submitted to a GSE automated underwriting system, but underwritten manually by the GSE. The information requested will be based on a representative sampling of GSE loans. The profile will include these factors:

Borrower characteristics: Income, loan amount, race/national origin, sex, and age.

Loan product: Loan amount, loan-to-value ratio, product type.

Property: Census tract.

The Contractor shall provide a description of the portion of loans underwritten, approved and purchased by the GSE for categories (a), (b) and (c), above. Within those categories, the contractor shall provide an analysis of the borrower characteristics, loan product and property, as described above. The Contractor shall describe what trends, if any, can be established in loans underwritten, approved and purchased by the GSEs in categories (a), (b) and (c) regarding classes protected under the Fair Housing Act and the GSE Act. The Contractor shall review this data base and conduct an appropriate statistical analysis based on the above factors to provide HUD with a report on the possible significance of the underwriting methods used in relation to protected classes.

Deliverables

The Contractor will present a draft report of the analysis required by Subtask 3 above to the GTR accompanied by an oral presentation of its conclusions at the Department of Housing and Urban Development 120 days following the effective date of this task order.

A final report of the analysis will be due 180 days following the effective date of this task order.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

UNIFORM CONTRACT FORMAT

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS OR QUOTERS**

2452.203-71 CERTIFICATION REGARDING FEDERAL EMPLOYMENT.
(DEC 1992)

By assuming an offer, the offeror hereby certifies that it is not owned or substantially owned or controlled by one or more Federal employees.

2452.209-71 ORGANIZATIONAL CONFLICT OF INTEREST
CERTIFICATION. (APR 1984)

The bidder or offeror certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed government contract and the bidder or offeror's organizational, financial, contractual or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the offeror; or
- (b) Impair the offeror's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I Hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to Offer(s) or Bidder(s) possible performance of this procurement.

2452.226-70 CERTIFICATION OF STATUS AS A MINORITY BUSINESS ENTERPRISE. (AUG 1995)

Bidder, Offeror or Supplier certifies that he or she ☐ is, ☐ is not, (check one), a minority business enterprise which is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the box applicable to you)

- ☐ Black Americans
- ☐ Hispanic Americans
- ☐ Native Americans
- ☐ Asian Pacific Americans
- ☐ Asian Indian Americans

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION. (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting

competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

_____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.203-4 - RESERVED

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as

amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES (AS 1902 MAR 97)

In accordance with FAR 52.203-11, above:

< > An SF-LLL, Disclosure of Lobbying Activities, is not required.

< > An SF-LLL, Disclosure of Lobbying Activities, is required and has been submitted as an attachment to Section K.

<Offeror/Bidder check applicable statement>

NOTE: IF THE BIDDER/OFFEROR IS REQUIRED TO COMPLETE AN SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES, THE FORM MAY BE OBTAINED FROM THE CONTRACTING OFFICER OR CONTRACT SPECIALIST IDENTIFIED IN THE SOLICITATION.

52.204-3 TAXPAYER IDENTIFICATION. (MAR 1994)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

___ TIN: _____.

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of a Federal, state or local government;

___ Other. State basis. _____

(d) Corporate Status.

___ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

___ Other corporate entity;

___ Not a corporate entity;

___ Sole proprietorship

___ Partnership

___ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

____ Name and TIN of common parent:

Name _____

TIN _____

52.204-5 WOMEN-OWNED BUSINESS OCT 1995

CIN NUMBER (AS 1909 MAR 97)

THE OFFEROR SHALL SUPPLY ITS CONTRACTOR IDENTIFICATION NUMBER (CIN) WHICH IS THE SAME AS DUNS NUMBER APPLICABLE TO NAME AND ADDRESS. THE NUMBER IS TO BE INSERTED IN THE BLANK BELOW. OFFERORS SHOULD TAKE CARE TO REPORT THE CORRECT CIN AND NOT A SIMILAR NUMBER ASSIGNED TO THE OFFEROR IN A DIFFERENT SYSTEM, SUCH AS TAXPAYER IDENTIFICATION NUMBER (TIN), WHICH IS REQUIRED ELSEWHERE IN THIS SECTION K. IF THE OFFEROR DOES NOT HAVE A CIN NUMBER, ONE MUST BE OBTAINED FROM DUN AND BRADSTREET BY CALLING A TOLL-FREE NUMBER. THE PROCEDURE FOR GETTING A CIN AND THE INFORMATION THE OFFEROR MUST PROVIDE TO DUN AND BRADSTREET WHEN CALLING ARE SET FORTH IN FAR 52.204-6 IN THIS SOLICITATION.

INSERT CONTRACTOR IDENTIFICATION NUMBER HERE:

CIN OF OFFEROR

52.204-6 CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER. (DEC 1996)

(a) Contractor Identification Number, as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS.
(MAR 1996)

(a) The Offeror certifies:

(1) to the best of its knowledge and belief, that:

(i) The Offeror and/or any of its Principals:

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of

Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer

if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.215-6 TYPE OF BUSINESS ORGANIZATION. (JUL 1987)

The offeror or quoter, by checking the applicable box, represents that -

(a) It operates as _____ a corporation incorporated under the laws of the State of _____, _____ an individual, _____ a partnership, _____ a nonprofit organization, or _____ a joint venture; or

(B) If the offeror or quoter is a foreign entity, it operates as _____ an individual, _____ a partnership, _____ a nonprofit organization, _____ a joint venture, or _____ a corporation, registered for business in _____ (country).

52.215-11 AUTHORIZED NEGOTIATORS. (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations:

(list names, titles, and telephone numbers of the authorized negotiators).

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (JAN 1997)

(a)(1) The standard industrial classification (SIC) code for this acquisition is **[8742]**.

(2) The small business size standard is **[\$5 million]**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it () is, () is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(c) Definitions.

Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is

owned and controlled by one or more socially and economically.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES. (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will -

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (APR 1984)

The offeror represents that -

(a) It ___ has, ___ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ___ has, ___ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 AFFIRMATIVE ACTION COMPLIANCE. (APR 1984)

The offeror represents that (a) it ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action

programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.223-1 CLEAN AIR AND WATER CERTIFICATION APR 1984

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE
REPORTING OCT 1996

52-227-15 REPRESENTATION CONCERNING DATA RIGHTS

Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block) -

____ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

____ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled Rights In Data - General.

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND
CERTIFICATION. (APR 1996) -- ALTERNATE I (APR 1996)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III. If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement - Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of The Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202.

When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal.

If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

_____ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO), or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB-DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

_____ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

_____ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

_____ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

_____ (5) Certificate of Disclosure Statement Due Date by Educational Institution. If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

(i) A Disclosure Statement Filing Due Date of _____ has been established with the cognizant Federal agency.

(ii) The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed:

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

_____ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts.

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing

contracts and subcontracts.

___ Yes ___ No.

SIGNATURE BLOCK.

By signature below, the bidder/offeror certifies that all Representations and Certifications contained in the solicitation are complete and accurate as required; is aware that award of any contract to the bidder/offeror shall be considered to have incorporated the applicable representations and certifications by reference in accordance with FAR 14.201-1(c) or 15.406-1(b), and is aware of the penalties described in 18 U.S.C. Section 1001 and the Program Fraud and Civil Remedies Act of 1986 (31 U.S.C. 3801 - 3812) for making false statements in bids/proposals.

Signature

Typed Name

Title

Date

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

UNIFORM CONTRACT FORMAT

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR QUOTERS

SPECIAL INSTRUCTION REGARDING LOBBYING DISCLOSURES

IF THE BIDDER/OFFEROR IS REQUIRED TO COMPLETE AN SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES (SEE FAR 52.203-11), HE/SHE SHALL ATTACH THE COMPLETED FORM TO THE BACK OF THE EXECUTED CERTIFICATIONS AND REPRESENTATIONS (SECTION K), SUBMITTED AS PART OF THE BID/PROPOSAL.

2452.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST NOTIFICATION. (FEB 1987)

2452.215-70 PROPOSAL CONTENT. (OCT 1995)

(a) Proposals shall be submitted in two parts as described in paragraphs (b) and (c) below. Each of the parts must be complete in itself so that evaluation of each part may be conducted independently, and so the technical and management part may be evaluated strictly on its own merit. Proposals shall be submitted in the format, if any, prescribed elsewhere in this solicitation. Proposals shall be enclosed in sealed packaging and addressed to the office specified in the solicitation. The offer's name and address, the solicitation number and the date and time specified in the solicitation for proposal submission must appear in writing on the outside of the package.

(b) Proposals shall be submitted in original and [6] copies of Part I and [6] copies of Part II.

(c) Part I - Technical and Management

(1) Prior experience. The offeror shall provide evidence of the offeror's (i.e., firm's or organization's) prior and current experience in performing the work and/or providing the deliverables required by the solicitation.

(2) Past performance. The offeror shall provide evidence of the offeror's past performance in accomplishing work - including meeting delivery dates and schedules - the same as, or substantially similar to, that required by the solicitation within the last 2 years. The offeror shall provide references as follows (a) contract number; (b) contract description of services; (c) Contracting Officer/telephone number; (d) project officer/telephone number; (e) federal agency or organization; (f) dollar amount; and (g) contract performance period.

(3) Personnel qualifications. The offeror shall provide the names, position descriptions and information to support the qualifications - including relevant experience, specialized training and education - of all proposed key personnel (see the clause entitled "Key Personnel" in this solicitation for further definition). The term "personnel" shall include any proposed consultants and subcontractor employees who will perform duties of key personnel.

(4) Management Capability. The offeror shall provide evidence of his/her organization's ability to manage the work required under the proposed contract. The offeror shall describe how the work will be organized, the proposed staffing and the responsibilities and existing commitments of proposed staff.

(5) Technical Capability. The offeror shall provide a detailed description of how he/she proposes to conduct the work required under the proposed contract.

(d) Part II -- Business Proposal.

(1) The offeror shall complete the Representations and Certifications provided in Section K of this solicitation and include them in this Part II.

(2) The offeror shall provide information to support the offeror's proposed costs or prices as prescribed elsewhere in this Section L.

LIMITATIONS ON SIZE OF TECHNICAL PROPOSAL (AS 2102 MAR 97)

TECHNICAL PROPOSALS SUBMITTED AS A RESULT OF THIS SOLICITATION SHALL BE LIMITED TO 25 PAGES TO INCLUDE (SECTIONS C AND SECTION J). THE MAXIMUM EXCLUDE THE SUBCONTRACTING PLAN AND RESUMES, BUT INCLUDE ANY BROCHURES, ORGANIZATION CHARTS OR OTHER GRAPHICS, ATTACHMENTS OR EXHIBITS. THE BUSINESS PROPOSAL AND ASSOCIATED CERTIFICATIONS FROM SECTION K ARE AUTOMATICALLY EXCLUDED FROM THIS LIMITATION.

FOR THE PURPOSE OF THIS PROVISION, A PAGE CONSISTS OF A SINGLE LEAF OF PAPER, 8 1/2 INCHES BY 11 INCHES, PRINTED ON ONE SIDE ONLY. HOWEVER, OFFERORS ARE ENCOURAGED TO USE RECYCLED PAPER PRINTED ON BOTH SIDES (SEE FAR CLAUSE 52.204-4). A SINGLE LEAF OF PAPER PRINTED ON BOTH SIDES CONSTITUTES TWO PAGES FOR THE PURPOSE OF THIS LIMITATION.

IF AN OFFEROR SUBMITS A PROPOSAL WHICH EXCEEDS THE NUMBER OF PAGES SPECIFIED AS THE PAGE LIMIT IN THIS PROVISION, THE PAGES EXCEEDING THE LIMIT WILL NOT BE EVALUATED BY THE EVALUATION PANEL

.
2452.219-70 SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN. (OCT 1995)

2452.224-70 FREEDOM OF INFORMATION ACT NOTIFICATION (APR 1984)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-5	SOLICITATION DEFINITIONS	JUL 1987
52.215-7	UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS	APR 1984
52.215-8	AMENDMENTS TO SOLICITATIONS	DEC 1989
52.215-9	SUBMISSION OF OFFERS	FEB 1997
52.215-10	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS	FEB 1997
52.215-12	RESTRICTION ON DISCLOSURE AND USE OF DATA	APR 1984
52.215-13	PREPARATION OF OFFERS	APR 1984
52.215-14	EXPLANATION TO PROSPECTIVE OFFERORS	APR 1984
52.215-15	FAILURE TO SUBMIT OFFER	JUL 1995
52.215-16	CONTRACT AWARD	OCT 1995
52.216-1	TYPE OF CONTRACT	APR 1984

The Government contemplates award of a Indefinite Quantity, Task Order Type contract resulting from this solicitation.

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY
COMPLIANCE REVIEW

APR 1984

52.233-2 SERVICE OF PROTEST. (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

C. Dianne Wright, Contracting Officer
U.S. Department of Housing and Urban Development
Office of Procurement and Contracts, ARCS
Program Support Division
451 7th Street, SW, Room 5256
Washington, DC 20410

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

SECTION L - SPECIAL PROPOSAL REQUIREMENTS

1. The offeror shall prepare a technical proposal for both the overall basic requirement of the Statement of Work under Section C and a technical proposal in response to the Statement of Work under Task Order 001 (Section J).
2. The Task Order requirement set forth in Section J is contemplated to be awarded simultaneous with the award of the Basic Contract.
3. It is recognized that the broad based task requirements outlined under the Basic scope of work cannot be definitively priced out at this time. Therefore, for pricing purposes, Offerors need only prepare and submit pricing proposal in response to Task Order 001 technical requirements outlined and set forth under Section J. The proposal shall include a complete breakdown of cost showing direct labor hours and rates, fringe benefits and overhead, travel, material, etc. All pricing should be submitted in accordance with the SF-1411 provided under Section J of this solicitation.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

UNIFORM CONTRACT FORMAT

SECTION M

EVALUATION FACTORS FOR AWARD

SOURCE SELECTION - LIMITED DISCUSSION

The Department has determined to use the Alternate Source Selection method for this procurement. Under this method limited discussion. Under this method limited discussions/negotiation will be conducted with all offerors in the competitive range. The discussions will address each offerors deficiencies, clarify uncertainties and point out any suspected mistakes the offeror has made. After receipt of Best and Final Offerors the evaluation report will be presented to the Contracting Officer or Source Selection Official for selection of a source(s) for negotiating a definitive contract.

RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE FACTORS

(a) The Government will make an award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government, (i.e., that which represents the best value to the Government), cost or price and other factors considered. The combined relative merit of the technical evaluation factors listed below will be more significant than cost or price in the selection of the contractor. While the cost or price factor has no numerical weight, it is a criterion in the overall evaluation of proposals. Furthermore, the proposed cost or price must be considered reasonable and must reflect the proposed technical approach.

(b) The Government may award a contract to other than the lowest priced offer. In the event that two or more offers are considered technically equivalent, the evaluated cost or price will be of primary importance in determining the proposal most advantageous to the Government.